

Exhibit B

ALLSTATE LIFE INSURANCE COMPANY
NORTHBROOK, ILLINOIS

(Herein called the Insurer)

AMENDATORY ENDORSEMENT #7

IT IS AGREED THAT THIS POLICY IS AMENDED AS FOLLOWS:

- I. The section entitled "WHEN DOES INSURANCE TERMINATE?" on page 2-3 is hereby deleted and replaced by the following provision:

"WHEN DOES INSURANCE TERMINATE?

Your insurance terminates on the earliest of (i) the date the policy terminates; (ii) your failure to pay premiums as required by this policy; or (iii) the date you give written notice to the Insurer that you want to cancel the insurance.

However:

If you die during the thirty-one days during which you were eligible to exercise the Conversion Privilege (See the section entitled "Conversion Privilege"), the Insurer will pay a death benefit equal to the maximum amount you were eligible to convert, whether or not you actually applied for conversion."

- II. The section entitled "ENTIRE CONTRACT AND CHANGES" on pages 5-1 and 5A is hereby deleted and replaced by the following provision:

"ENTIRE CONTRACT AND CHANGES

This group policy, Sears' Application, and your enrollment form including any declaration of health constitute the entire contract between the parties. Any statement made by the Employer or by you is, in the absence of fraud, deemed a representation and not a warranty. The Insurer may amend the contract by written agreement with the group policy owner, subject to the laws of the state where the contract is issued. This may be done without the consent of you or your beneficiaries. Any change to the policy must be in writing and approved by an officer of the Insurer. No agent may change the policy or waive any of its provisions."

- III. The section entitled "TERMINATION OF THE POLICY" as set forth on page 7 is hereby deleted and replaced with the following provision:

"TERMINATION OF POLICY

An Insured may terminate the coverage provided by this policy on the Insured's life on any premium due date by giving written notice to the Insurer on or prior to the date of termination."

- IV. Page 8 is hereby deleted and replaced by the attached pages 8-1 and 8-1A. The effect of this change is to amend the sections entitled "MONTHLY RATES", "PREMIUM DUE", and "PAYMENT OF PREMIUM – GRACE PERIOD".
- V. Allstate Life Insurance Company, as the Insurer, shall have no liability for acts or omissions of Sears or the "Employer" under this group policy.
- VI. This endorsement shall not result in any premiums or other amounts due or owing by Sears or any assignee group policy owner, other than as may be required by law.

Except as amended herein, the policy remains unchanged.

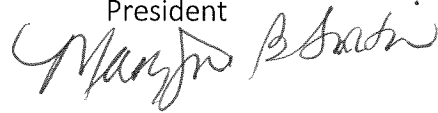
[signature page follows]

This endorsement is effective from March 14, 2019, and is attached to and forms
a part of Group Policy No.: 64008413 originally issued to Sears, Roebuck & Co.

Secretary

Handwritten signature of Angela Fontana in cursive script.

President

Handwritten signature of Maryjo B. Babin in cursive script.

INFORMATION TO BE FURNISHED

The Employer filed a voluntary petition under chapter 11 of title 11 of the U.S. Code on October 15, 2018 (the "Commencement Date") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). Amendatory Endorsement #7, which is effective from March 14, 2019, will be subject to approval by the Bankruptcy Court. From and after the date of entry of an order approving Amendatory Endorsement #7 (hereinafter called "Bankruptcy Order Date"), Allstate Life Insurance Company will communicate directly with the Insureds.

FINANCIAL PROVISIONS

MONTHLY RATES

The Monthly Premium Rates are as set annually by the Insurer. This agreement is part of this policy and is incorporated herein by reference.

The Insurer reserves the right, upon thirty-one days prior written notice to the Insureds, to change these Monthly Premium Rates prospectively on any premium due date.

PREMIUM DUE

The first premium is due on the date of issue of this policy. Subsequent premiums are due monthly thereafter on the last day of each month (herein called "Due Date"); provided that, notwithstanding any premiums that may have been due and/or paid on behalf of Insureds prior to November 1, 2019, (i) premiums are payable by the Insureds from and after November 1, 2019 (hereinafter called the "Insureds Initial Premium Commencement Date"), and (ii) the Insureds' initial premium (hereinafter called the "Insureds Initial Premium") Due Date after the Insureds Initial Premium Commencement Date shall be a date (herein called the "Insureds Initial Premium Payment Due Date") designated by the Insurer that shall not be less than 30 days after the Bankruptcy Order Date. For the avoidance of doubt, the Insureds Initial Premium (a) shall accrue from the Insureds Initial Premium Commencement Date to the Insureds Initial Premium Payment Due Date, and (b) shall be paid by the Insureds on the Insureds Initial Premium Payment Due Date.

With respect to each Insured, the premium due on the first day of issue of this policy and on each Due Date or the Initial Premium Payment Due Date, as applicable, is the sum of the product(s) of the Monthly Premium Rate(s) and the volume of insurance then in effect for each such Insured. This amount will be

provided on a monthly invoice sent by the Insurer to the Insured; provided that the invoice for the Insureds Initial Premium payable on the Insureds Initial Premium Payment Due Date will be sent by the Insurer to the Insured after the Bankruptcy Order Date.

Allstate Life Insurance Company, as the Insurer, shall have no obligation or liability for the payment of any premiums or other amounts required under this policy.

Sears or any assignee group policy owner shall have no obligation or liability for the payment of any premiums or other amounts required under this policy, other than as may be required by law.

PAYMENT OF PREMIUM – GRACE PERIOD

All premiums due by the terms of this policy for each Insured is to be paid by such Insured at the Home Office of the Insurer on or prior to the Due Date or the Insureds Initial Premium Payment Due Date, as applicable. If a premium is not paid when due, the policy is in default with respect to such Insured; however, a Grace Period of sixty days is granted for every premium payment, and the insurance continues during that period; provided that the Insureds Initial Premium must be paid by 11:59 p.m. on the Insureds Initial Premium Payment Due Date to keep the policy and coverage in force.

If an Insured's premium remains unpaid at the expiration of the Grace Period or expiration of the Initial Premium Payment Due Date, as applicable, the policy and coverage automatically terminate with respect to such Insured.